

**IT System Integration services and IT consultancy services for the
Agency for the Cooperation of Energy Regulators**

Multiple Framework Contracts in cascade

TENDER SPECIFICATIONS

OPEN CALL FOR TENDERS

ACER/OP/MIT/10/2017

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Glossary

The Agency	Agency for the Cooperation of Energy Regulators
ARIS	Agency's REMIT Information System(s), including applications used for its management and handling of information stored within, e.g. CMT
CEREMP	Centralised European Register of Energy Market Participants
CMT	Case Management Tool
ISF	Information Security Framework
ISMS	Information Security Management System
ITSM	IT Service Management
NDA	Non-Disclosure Agreement
NP	Notification Platform
NRA	National Regulatory Authority
QMF	Quality Management Framework
REMIT	Regulation (EU) No 1227/2011 on wholesale energy market integrity and transparency
REMIT Information	Information and data in scope of the Agency's REMIT Information Security Policy
SDLC	Software Development Lifecycle

1. TITLE OF THE INVITATION TO TENDER

IT System Integration services and IT consultancy services for the Agency for the Cooperation of Energy Regulators, invitation to tender no. ACER/OP/MIT/10/2017.

This tender is divided into two (2) lots:

- Lot 1: IT System Integration services
- Lot 2: IT consultancy services

Tenderers may submit offers for one or two lots. Tenderers wishing to apply for more than one lot must submit **a separate tender for each lot**.

2. BACKGROUND INFORMATION

2.1 The Agency

The Agency for the Cooperation of Energy Regulators ('the Agency') is a European Union body, established in 2009 by Regulation (EC) No 713/2009¹ and operational since 2010. Based in Ljubljana, Slovenia, the Agency is central to the liberalisation of the EU's electricity and natural gas markets.

The Agency works towards a competitive, sustainable, secure and transparent Internal Energy Market for the benefit of all consumers in the European Union (EU). Its overall mission is to assist National Regulatory Authorities (NRAs) to perform their duties at the EU level and to coordinate their actions whenever necessary. The Agency thus cooperates closely with NRAs, but also with EU institutions, European associations of stakeholders and market participants, especially the European Networks of Transmission System Operators (ENTSOs), to deliver a series of instruments for the completion of a single EU energy market.

The main areas on which the Agency's activities focus are:

- supporting the European market integration: this is mainly done through the development of common network and market rules, as well as through the coordination of regional initiatives which are concrete efforts from market participants to work towards greater integration;
- advising the EU institutions on trans-European energy infrastructure issues: the Agency issues opinions on the ten-year network development plans with a view to making sure that these are in line with the priorities set at EU level. Additional tasks in this area have been assigned to the Agency by Regulation (EU) No 347/2013² on guidelines for trans-European energy infrastructure;
- energy market monitoring: the Agency has a general mission in terms of market monitoring at the EU level and has, since the end of 2011, a very specific responsibility when it comes to monitoring wholesale energy trading under Regulation (EU) No 1227/2011³ on wholesale energy market integrity and transparency ('REMIT').

¹Regulation (EC) No 713/2009 of the European Parliament and of the Council of 13 July 2009 establishing the Agency for the Cooperation of Energy Regulators, OJ L 211/1, 14.8.2009.

² Regulation (EC) No 347/2013 of the European Parliament and of the Council of 17 April 2013 on guidelines for trans-European energy infrastructure and repealing Decision No 1364/2006/EC and amending Regulations (EC) No 713/2009, (EC) No 714/2009 and (EC) No 715/2009, OJ L 115, 25.04.2013, p.39.

³ Regulation (EU) No 1227/2011 of the European Parliament and the Council on wholesale energy market integrity and transparency, OJ L 326, 08.12.2011, p.1

According to REMIT, the Agency is responsible for monitoring wholesale energy markets to detect market abuse. Wholesale energy markets monitoring by the Agency is based on timely collection of data on transactions executed and orders placed on wholesale energy markets in the European Union (trading data), as well as on fundamental data, that is data related to the operational conditions of the energy systems in both the electricity and gas sectors.

More information on the Agency can be found on its website: www.acer.europa.eu.

Further information on the Agency's activities under REMIT can be found at the Agency's dedicated website at: <https://www.acer-remit.eu/portal/home>.

2.1 The Agency's IT implementation of REMIT

The Agency started developing REMIT web applications in October 2011. The Agency's IT implementation of REMIT was carried out in conjunction with IT consultants selected on the basis of several IT procurement procedures since 2012. At the moment the following software solutions have been developed and deployed to the production environment and are managed by the Agency's staff (hereinafter, for the purpose of this procurement procedure, referred to as 'REMIT infrastructure and applications'):

a) ARIS

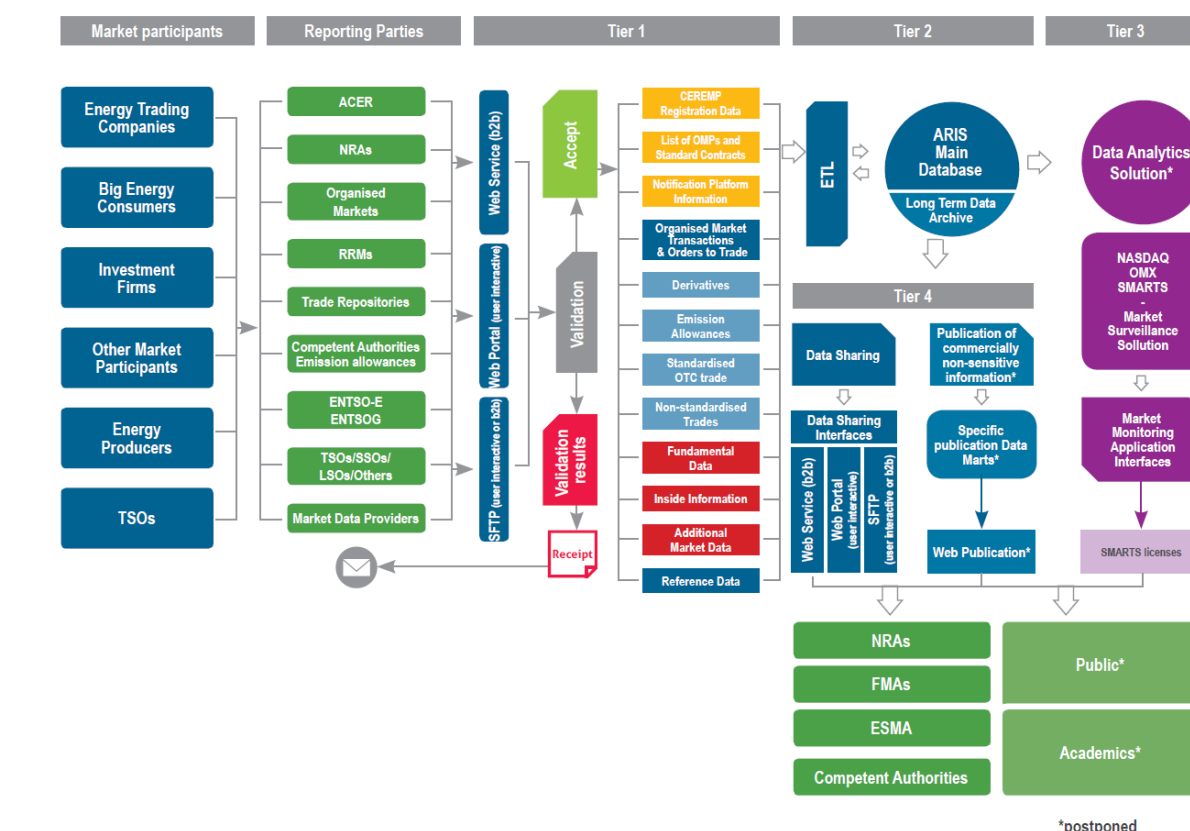
The Agency's REMIT Information System (ARIS), which is based on four pillars or tiers:

- (1) Tier 1 of ARIS supports the collection of the reported trade and fundamental data. The scope and details for the data to be reported under Tier 1 is defined by the Implementing Acts⁴. The Agency's Centralised European Register for Energy Market Participants (CEREMP) and Notification Platform (NP) became an integral part of ARIS Tier 1 in 2014. Tier 1 also includes the REMIT Portal which is a web based portal for publication of relevant information under REMIT (<https://www.acer-remit.eu>).
- (2) Tier 2 of ARIS is the main database, where all the reported trade and fundamental data, as well as the registration data from market participants, is stored.
- (3) Tier 3 of ARIS is the market surveillance system, which was launched on 1 June 2015. The surveillance software automatically screens and analyses the data collected and processed in Tier 1 and 2, in order to identify anomalies that might constitute cases of market abuse (i.e. suspicious events). The system alerts the Agency's surveillance experts. The market surveillance system may also be used for supporting the investigations conducted by NRAs in coordination with the Agency. The Agency currently uses the market surveillance solutions SMARTS provided by Nasdaq Technology AB as its market surveillance solution under REMIT. It may use additional Business Intelligence tools like OBIEE from Oracle Belgium BVBA in the future to advance its market data analysis.
- (4) Tier 4 of ARIS is the data sharing system. According to Article 10 of REMIT, the Agency shall establish mechanisms to share the information stored in ARIS with NRAs, financial market authorities (FMAs), national competition authorities, the European Securities and Markets Authority (ESMA) and other relevant authorities. This Tier may also be used for additional data analysis, reporting and archiving, and for the publication of certain aggregated information according to Article 12(2) of REMIT.

⁴ Regulation (EU) No 1348/2014 of the European Parliament and the Council on wholesale energy market integrity and transparency, OJ L 363, 18.12.2014, p.121

Figure 1 illustrates the concept and tier structure of ARIS, the IT solution underpinning REMIT data collection and processing, market monitoring and data sharing.

Figure 1: The ARIS High Level Design



Through ARIS, the Agency is currently collecting records of transactions, including orders to trade, and fundamental data through currently 112 Registered Reporting Mechanisms from more than 12,000 market participants from across Europe.

b) The Agency's Centralised European Register for Energy Market Participants (CEREMP)

The technical development of the Agency's Centralised European Register for Energy Market Participants (CEREMP) started in early 2013, was finalised in June 2014 and first used at the end of 2014. CEREMP was designed to maintain the European Register of Market Participants, based on national registers established by NRAs. CEREMP was one of the first components of ARIS.

In addition to using CEREMP for the establishment of the European Register of Market Participants by the Agency, the system is also made available to NRAs for the establishment and management of their national registers.

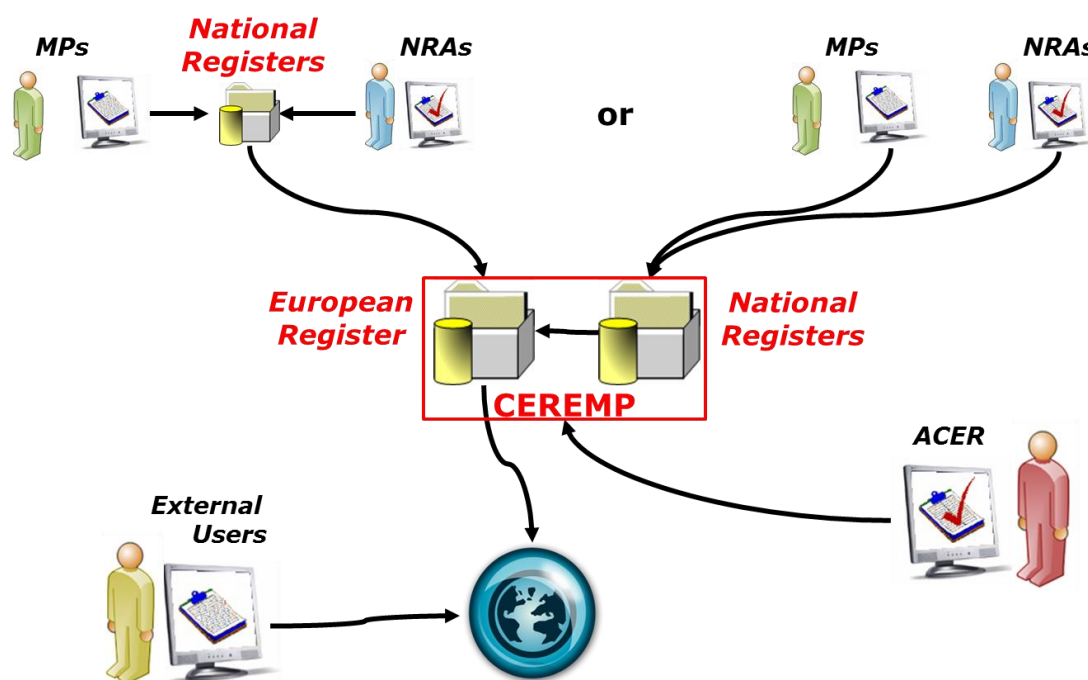
NRAs have two options regarding the registration system:

- employing CEREMP for managing its own national register of market participants (NRA type A) or;

- developing their own registration system (NRA type B). If an NRA decides to develop its own registration system, it can either transmit the data from its national register to CEREMP via a batch upload or data entry (NRA type B1), or it can interface its own national system with CEREMP via web services (NRA type B2).

Four NRAs opted to develop their own systems for the registration of market participants, out of which two chose to interface their own national systems with CEREMP via web services (NRA type B2). Two other NRAs that opted out chose to transmit the data from their national register to CEREMP via batch upload or data entry (NRA type B1). The remaining NRAs decided to use CEREMP for managing their national registers.

Figure 2: Role of CEREMP



CEREMP was successfully launched in June 2014 and is currently in use by all NRAs.

c) Notification Platform (NP)

In order to facilitate cooperation with all parties, the Agency developed an online Notification Platform (NP), available on the REMIT Portal, primarily to be used in order to submit a Suspicious Transaction Report (STR). Through the STR, the relevant NRA and the Agency are simultaneously notified about a suspicious event.

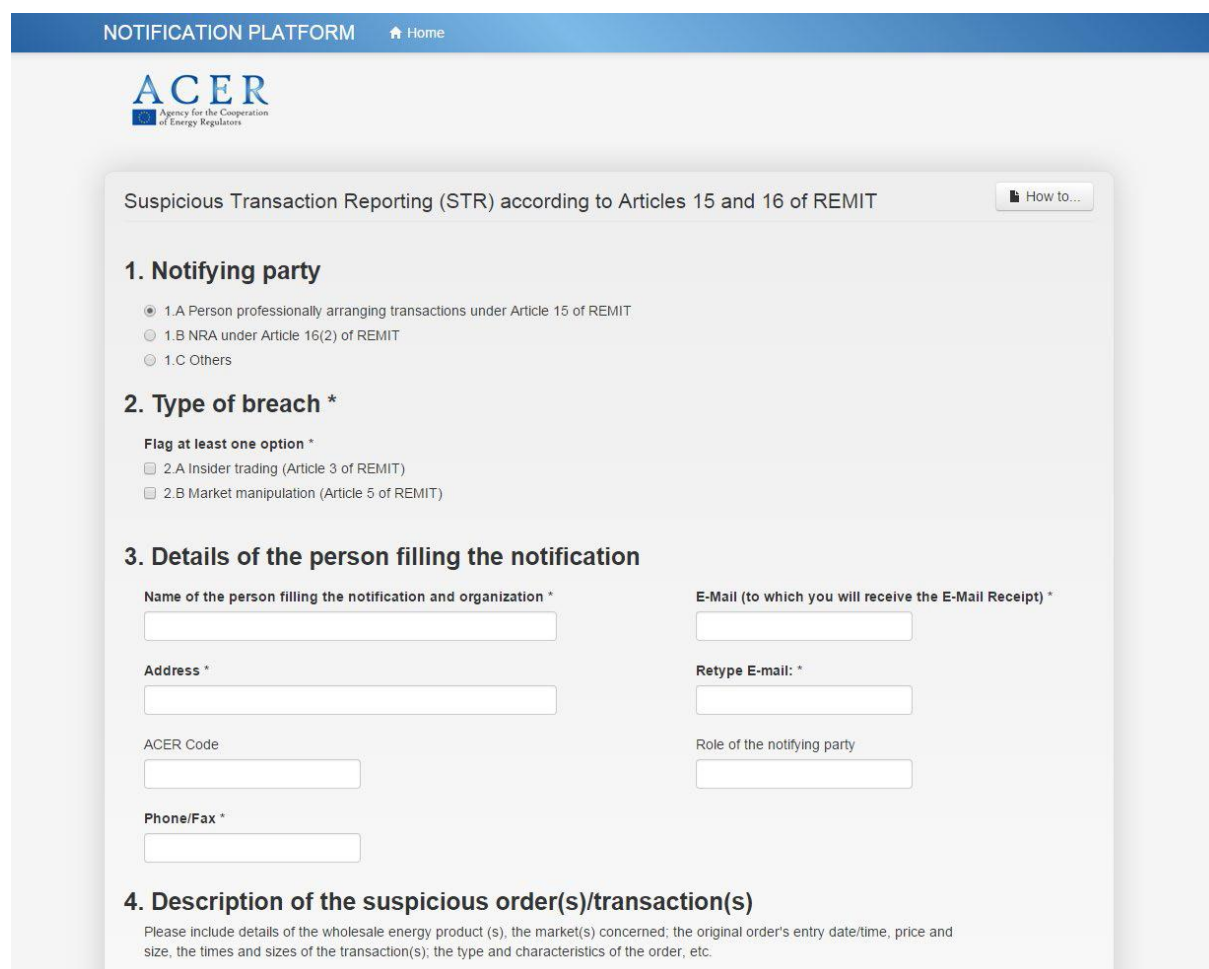
On 28 December 2011, the Agency launched a web application for the notification of such incidents to the Agency and to the NRAs.

In the second half of 2013, the Agency decided to update the web application for notifications, to prepare the new notification forms and to create a new Notification Platform user interface. The development of the Notification Platform commenced in January 2014. During the development cycle, the system was tested by NRAs and Agency staff.

The data from the old platform was migrated to the new platform. The production system was launched together with CEREMP in June 2014. The Agency decided to have a “trial period” to allow external users to familiarise themselves with the new application from 16 June 2014 to 31 July 2014.

The new platform provides a more user-friendly environment, enhanced functionalities and new web forms for the reporting of relevant notifications. It is live since 1 August 2014.

Figure 3: Notification Platform (example of web form)



The screenshot displays the ACER Notification Platform interface. At the top, a blue header bar contains the text "NOTIFICATION PLATFORM" and a "Home" link. Below the header, the ACER logo is visible, followed by the text "Agency for the Cooperation of Energy Regulators". The main content area is titled "Suspicious Transaction Reporting (STR) according to Articles 15 and 16 of REMIT". A "How to..." link is located in the top right corner of the form area.

The form is divided into four main sections:

- 1. Notifying party**
 - ☒ 1.A Person professionally arranging transactions under Article 15 of REMIT
 - ☐ 1.B NRA under Article 16(2) of REMIT
 - ☐ 1.C Others
- 2. Type of breach ***

Flag at least one option *

 - ☐ 2.A Insider trading (Article 3 of REMIT)
 - ☐ 2.B Market manipulation (Article 5 of REMIT)
- 3. Details of the person filling the notification**

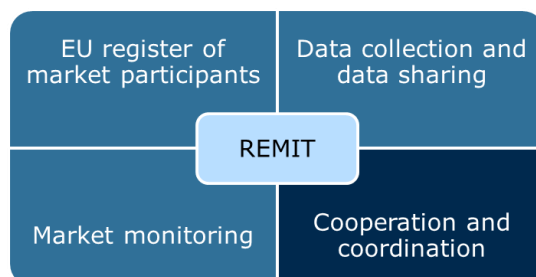
Name of the person filling the notification and organization *	E-Mail (to which you will receive the E-Mail Receipt) *
<input type="text"/>	<input type="text"/>
Address *	Retype E-mail: *
<input type="text"/>	<input type="text"/>
ACER Code	Role of the notifying party
<input type="text"/>	<input type="text"/>
Phone/Fax *	
<input type="text"/>	
- 4. Description of the suspicious order(s)/transaction(s)**

Please include details of the wholesale energy product (s), the market(s) concerned; the original order's entry date/time, price and size, the times and sizes of the transaction(s); the type and characteristics of the order, etc.

d) Case Management Tool (CMT)

The Case Management Tool is an integral part of the Agency's endeavour to ensure a coordinated and consistent approach to investigations under REMIT across the EU.

Figure 4: The Agency core activities under REMIT



Taking into consideration the large number of potential REMIT breach cases to be reviewed this cooperation can only be achieved in an efficient way by using appropriate tools that facilitate the interactions and the sharing of information in an organised and secure way.

In order to facilitate the handling of REMIT cases a Case Management Tool was developed and deployed in the course of 2015.

Article 17 of REMIT also establishes that any confidential information received, exchanged or transmitted shall be subject to the conditions of professional secrecy. The CMT was also developed to ensure that an appropriate level of security and confidentiality is in place.

3. OBJECTIVES OF THE FRAMEWORK CONTRACT(S)

The Agency wishes to enter into multiple Framework Contracts in cascade (hereinafter referred to as the 'FWCs') for the management and maintenance of the already operational REMIT infrastructure and applications by means of the provision of IT System Integration services under Lot 1 and IT consultancy services under Lot 2.

For each lot, the Agency intends to conclude a multiple FWC in cascade with maximum three (3) selected Contractors (hereinafter referred to as 'the Contractor').

4. SUBJECT OF THE CONTRACT

The services covered under the FWCs include the following:

LOT 1: IT System Integration services

- A.** Central Service Desk
- B.** Infrastructure and operations of ARIS
- C.** Software development and maintenance of ARIS
- D.** Project and service management of ARIS
- E.** Application management of ARIS

LOT 2: IT consultancy services

- A. Providing consultancy services on the implementation and operation of the Agency's REMIT Information Security Framework
- B. Providing consultancy services on the implementation and operation of the ARIS Quality Management Framework
- C. Providing expert advice and support in project and service governance and management and in resolving specific issues and problems related to the development, implementation and operation of ARIS

Detailed description of the services requested is provided as follows:

- for Lot 1 (IT System Integration services) in **Annex I.A1** to the tender specifications and
- for Lot 2 (IT consultancy services) in **Annex I.A2** to the tender specifications.

The services provided by the Contractor shall take into account the current status of the REMIT infrastructure and the applications and processes already in place.

IMPORTANT:

Annex I.D includes the detailed technical documentation of the ARIS components and modules and information security policies and procedures, namely:

- high-level system design;
- inventory of current infrastructure and equipment;
- logical and technical description of the system (i.e. system architecture, technical specifications, etc.);
- documentation related to Information Security Framework and Quality Management Framework (i.e. information security policies and procedures of the Agency, etc.);
- documentation related to IT Service Management (ITSM) processes in place.

Access to documents included in Annex I.D will be provided by the Agency by e-mail upon request by potential tenderers. The request shall be submitted to

ACER-OP-MIT-10-2017@acer.europa.eu

and shall be accompanied by a non-disclosure agreement drafted in accordance with the template contained in Annex I.C and duly signed by the potential tenderer or its legal representative.

The information and the documents mentioned above are the sole property of the Agency (unless otherwise specified), and are provided without prejudice and for the exclusive use of the tenderer.

4.1 Service/product delivery and compatibility

For any service and/or product delivered under these FWCs, the Contractor shall at his expense, provide to the Agency a practical exhibition and explanation of how the service and/or product will be delivered and/or perform.

In case a service and/or product provided to the Agency shows, in the course of its use, any incompatibility with the existing Agency's services and/or products, this shall be resolved by the Contractor as swiftly as possible at the Contractor's own costs.

Any hardware (HW) or software (SW) product delivered under the FWC shall be subject to full manufacturer's warranty for at least one (1) year.

4.2 Quality standards and methodologies

The Contractor shall perform the services in full knowledge and consideration of the Agency's IT environment and in accordance with the requirements provided in Annex I.A1 for Lot 1 and Annex I.A2 for Lot 2 of these tender specifications, but also in accordance with technical norms, standards and procedures based on best professional practices in the information technology and/or telecommunications fields (i.e. ITIL, ISO 9000 and ISO 27000 standards).

The quality of the Contractor's products and services shall be measured by reference to the definitions, quality standards and procedures defined in the FWC and its annexes (e.g. technical specifications) and/or the specific contract(s), and the quality indicators defined in the service level requirement(s).

The Contractor shall comply with the above-mentioned quality standards and procedures. Compliance with quality standards and procedures shall be monitored by the Agency.

In case of a substandard overall quality of services for more than three (3) months, consecutive or not, over a period not exceeding six (6) months, the Agency reserves the right to terminate the FWC and/or related specific contract(s).

Quality standards may be revised by the Agency in line with developments on the market and will be previously communicated to the Contractor and will be applicable for future specific contract(s).

For the project management, the Agency uses the PM², a project management framework mainly based on Prince2 and PMBOK (see <https://bookshop.europa.eu/en/pm-project-management-methodology-guide-pbNO0716056/>).

For IT services and IT business needs, the Agency uses ITIL (Information Technology Infrastructure Library) best practices.

IT governance and IT management will be addressed internally using the COBIT Framework.

Detailed description of the quality requirements and benchmarks is provided in Annex I.A1 (for Lot 1) and Annex I.A2 (for Lot 2) of these tender specifications.

4.3 Information security standards and methodologies

The Contractor shall align its working procedures to international standards on Information Security Management Systems (with particular reference to the ISO/IEC 27001 standard). The Contractor shall comply with the information security policies and procedures of the Agency (see Annex I.D for detailed information).

Detailed description of the information security requirements is provided in Annex I.A1 (for Lot 1) and Annex I.A2 (for Lot 2) of these tender specifications.

5. DOCUMENTATION AND REPORTING

Except where the specific contract(s) provide(s) for otherwise, the Contractor must report in English on the services rendered in performance of each specific contract.

The Contractor shall provide the Agency with the following documentation and updates, and may be requested to organise and / or attend at least the following meetings:

- After the signature of a specific contract:
 - project initiation request/proposal and/or service delivery plan;
 - kick-off meeting at the premises of the Agency (Ljubljana, Slovenia);
 - project/service stakeholder matrix;
 - sub-contracting management plan.
- Throughout the implementation of each specific contract, where and when needed, with the aim to monitor and control:
 - a quarterly report which shall include: a summary of the activities, the actual values of the quality/benchmark indicators (as calculated by the Contractor) and compared with the quality/benchmark indicators as defined in the respective specific contract, the risks identified, the problems encountered and the corrective measures proposed and undertaken and an analytical billing report. This report, with complete and accurate information, must be delivered within 30 days after the end of each quarter. The content and layout requirements of the report may evolve to better suit the Agency's needs. This evolution will be handled in collaboration with the Contractor;
 - a weekly project/service management report to allow the Agency to monitor progress and identify issues and potential delays.
 - documentation showing compliance with the quality and security requirements (e.g. test reports, audit reports, etc.).
- At the end of each specific contract:
 - Final report on the activities performed, including participation to meetings, and resources used.

The Agency may reproduce or use, either in full or in part, all documentation and reports provided by the Contractor without the Contractor being able to claim additional compensation of any kind.

6. PARTICIPATION IN THE CALL FOR TENDER

Participation in the Agency's procurement procedure is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens.

Pursuant to Article 119 of the Financial Regulation⁵, the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. The Agency can therefore accept offers from and sign contracts with tenderers from 36 countries, namely: the 28 EU Member States, 3 European Economic Area (EEA) Countries (Lichtenstein, Norway, Iceland) and 5 Stabilisation and Associations Agreements (SAA) Countries (the Former Yugoslav Republic of Macedonia, Albania, Montenegro, Serbia and Bosnia and Herzegovina). The Agency's procurement procedures are not open to tenderers from countries covered by the Agreement on Government Procurement (GPA).

⁵ Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298, 26.10.2012, p. 1).

7. VARIANTS

No variants are permitted.

8. DURATION AND SIZE OF THE CONTRACT

The FWC(s) for each lot shall have an initial duration of two (2) years as from date of signature and may be renewed automatically up to three (3) times, each time for an additional period of two (2) years. The total duration of the FWCs for each lot shall not exceed eight (8) years. The Agency reserves the right to cancel the FWC with the Contractor whose services are deemed to be of a quality below the required standards.

The total maximum value of the services per lot for the total duration of the FWC(s) (up to eight (8) years) is as follows:

- For LOT 1 - System Integration services: EUR 20,000,000.00 excluding VAT.
Specific contracts will not be signed once the budget is consumed.
- For LOT 2 - IT consultancy services: EUR 5,000,000.00 excluding VAT.
Specific contracts will not be signed once the budget is consumed.

The estimated date for signature of the FWCs is October 2017.

The Agency reserves the right to apply Articles 114(a) of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union⁶.

9. DOCUMENTS AVAILABLE TO THE TENDERER

- Contract notice published in the Official Journal of the European Union (OJ EU) OJ/S S129 262819-2017 on 08.07.2017.
- Invitation to tender and annexes.
- Other documents, as mentioned in these tender specifications.

10. CONTRACTUAL FRAMEWORK

10.1 Type of contract

For each lot the services to be rendered will be the subject of **a multiple FWC in cascade** (cascade system, see point 10.2).

The FWCs will lay down the legal, financial, administrative and technical conditions applicable throughout its period of validity, including price indexation.

The draft FWC is attached as Annex III to this invitation to tender. Signature of the FWC(s) does not commit the Agency to placing orders and does not give the Contractor any exclusive rights regarding the services covered by the FWCs.

In any case, the Agency reserves the right, at any time during the validity of the FWC(s), to cease placing orders, without the Contractor having the right to any compensation.

⁶ OJ L 298, 26.10.2012, p.1

10.2 Ordering procedure

Ordering is the process through which the Agency acquires products and/or services. It starts with the request for services and ends with the signature of a specific contract. Specific contracts shall be used to order services under the FWC(s).

For each lot, the FWCs will be awarded to a maximum of (3) three tenderers provided that a sufficient number of tenders satisfy the exclusion and selection criteria and enough tenders satisfy the award criteria. These tenderers will be ranked in priority on the basis of the award criteria.

Within one (1) working day from a request for services being sent by the Agency to the first-ranked Contractor, the Agency shall receive a notification from the Contractor confirming that the request has been received and is readable.

Within five (5) working days from a request for services being sent by the Agency to the first-ranked Contractor, the Agency shall receive a reply from the Contractor informing the Agency whether he intends to submit the offer. Should the Contractor be unavailable, he shall give reasons for refusal within the same period and the Agency shall be entitled to send a request for services to the next Contractor on the list.

Within fifteen (15) working days from a request for services being sent by the Agency to the first-ranked Contractor, and if the latter has confirmed its intention to submit an offer, the Agency shall receive an offer which shall include all the details as specified in the request for services, including the estimate of the resources to be allocated for its execution and the financial offer.

Within ten (10) working days from receiving the offer the Agency shall evaluate the compliance of the submitted offer and inform the Contractor whether the offer: (a) is accepted, (b) needs to be revised or (c) is rejected, providing details for options (b) and (c).

In case the offer needs to be revised, the Contractor shall have five (5) working days to revise the offer according to the Agency's guidelines and re-submit it to the Agency. The Agency shall inform the Contractor within five (5) working days after receiving the revised offer whether the offer is accepted or rejected, providing reasons for the decision.

If the requested services are included in Annex II – Financial offer, then the price(s) for these services shall, with no exception, be equal or lower to the price(s) in Annex II – Financial offer. The Contractor may apply discount(s) which shall be clearly indicated.

Should the requested services include products and/or services which are essential for the performance of a specific contract (e.g. to get a fully working system), but which are not listed in Annex II – Financial offer, these shall be indicated as **OUT OF PRICE LIST** by the Contractor. In such a case, the Contractor shall submit, as part of the offer, a detailed description of the OUT OF PRICE LIST product(s) and/or service(s) with a clear indication of all the costs related to implementing and operating such products and/or services.

Should the Contractor require additional information (technical, environmental, etc.) to be able to prepare the offer, it shall send an information request to the Agency. The deadline for the submission of the proposal will be suspended until the Agency provides a reply.

In the event of failure to observe any of the above mentioned deadlines or in the event of the Agency's rejection of the offer, the Contractor shall be considered unavailable and the Agency shall be entitled to send a request to the next Contractor in the cascade.

If the Agency sends a request to the second-ranked or third-ranked Contractor in the list, the same procedure as described in the preceding sub-paragraphs will apply, *mutatis mutandi*.

Once the offer is accepted by the Agency, the Agency shall forward the specific contract to the Contractor.

Performance of the tasks starts from the date on which the specific contract is signed by the last contracting party.

10.3 Conflict of interest

A conflict of interest may arise, in particular, in case the Contractor, his/her members (in case of consortia), or his/her subcontractors had and/or have contractual relations with stakeholders and/or companies directly involved in the programmes and projects conducted or subcontracted by the Agency. The Agency may decide not to award a specific contract to a Contractor who is subject to a conflict of interest.

A conflict of interest may also arise in those cases where the Contractor, his/her members (in case of consortia), or his/her subcontractors or any of their staff has worked on any project(s) commissioned by the Agency and directly related to the services to be provided under the respective FWC(s). In such cases, the Agency may decide not to invite that Contractor to submit an offer for a specific contract. The Contractor shall be informed in writing of the Agency's decision.

In case the same provider is awarded the FWC(s) for both lots the Agency shall check for potential conflict of interest before awarding each specific contract for a particular lot if there is already a specific contract in place for the other lot with the same provider.

Offers for each specific contract shall be accompanied by a description of any contractual relations of the Contractor, his/her members (in case of consortia), or his/her subcontractors during the preceding three (3) years with any stakeholders and/or companies directly involved in the programmes and projects conducted or subcontracted by the Agency, and a statement that the contractor will declare, during the validity period of the specific contract, any changes regarding the contractual relations referred to in this paragraph.

If a conflict of interest is established, the Agency shall consider the Contractor unavailable and will request the services from the next Contractor in cascade.

10.4 Joint tender

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). The FWC shall be signed by all legal entities, or by one of them which has been duly authorised by the others (in this case a power of attorney (see Annex I.E to these tender specifications) shall be attached to the FWC). Each legal entity of the group shall assume joint and several liability towards the contracting authority for the fulfilment of the terms and conditions of the FWC.

Any change in the composition of the group during the procurement procedure may lead to the rejection of the tender. Any change in the composition of the group after the signature of the FWC may lead to the termination of the FWC.

The group shall nominate one legal entity ('the leader') who will have full authority to bind the group and each of its members, and will be responsible for the administrative management of the FWC (invoicing, receiving payments, etc.) on behalf of all other entities.

10.5 Subcontracting

Special attention will be paid to the approach proposed by the Contractor for managing its subcontractors. Tenderers will be required to indicate the kind of work which they plan to subcontract and the name of any companies to which they are intending to subcontract part of the work.

In case of subcontracting the Contractor shall retain full liability towards the contracting authority for the implementation of the FWC.

Any change in subcontracting during the procurement procedure may lead to the rejection of the tender.

Any change in subcontracting after the signature of the FWC is permitted only with the prior written consent of the Agency and may lead to the termination of the FWC and/or specific contract(s).

10.6 Changes in the team

For specific contracts, changes or additions to the team initially proposed must be notified to the Agency in writing. The Agency will have the right to object to any changes of members of the team from those initially proposed. In case the original team is no longer available, the Agency will have the right to cancel a specific contract.

11. CONTRACTORS' OBLIGATIONS

11.1 Compliance with applicable law

The tenderers must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU of the European Parliament and Council of 26 February 2014 on public procurement and repealing Directive 2014/18/EC⁷.

Tenderers are reminded that their offer must be established in conformity with the applicable national and European employment legislation regarding the transfer of undertakings, and specifically Directive 2001/23/EC⁸ and its national implementing measures. In particular, the Contractor should take note of the provisions on safeguarding employees' rights in the event of a change of employer as a result of a legal transfer.

⁷ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

⁸ Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or part of undertakings or businesses, OJ L 82 of 22.03.2001, p. 16.

11.2 Copyright and other intellectual property rights

Copyright and other intellectual or industrial property rights and any other right of ownership related to the products provided and services performed by the Contractor will be vested in the Agency, except where one or more of these rights already exists.

The Contractor must specify any parts of the products provided and services performed that are covered by copyright or any other rights of ownership prior to the execution of each specific contract. The Contractor must confirm that it has obtained the authorisation of the holder of these rights to use these parts. Any costs arising from obtaining this authorisation will be borne by the Contractor and clearly identified on his invoice.

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the FWC and specific contracts, shall be owned solely by the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the FWC being entered into force.

Should the title of the copyright or intellectual property rights belong to a third party, the Contractor shall guarantee that it has requested and obtained those third parties' written authorisation to grant a license or assign to the Agency their copyright or intellectual property rights to the extent necessary for performing the services under the FWC and the specific contracts, and to the extent where the results/works obtained under the FWC are to be re-used in the context of another Agency's project/programme with other Contractor(s) working under a FWC or specific contracts. Costs will be covered by the Contractor.

This applies to all products, documentation, distribution media and methods.

If subcontractors are used, the Contractor will be required to obtain a guarantee from them on this point.

11.3 Confidentiality – personal data

While implementing the services, and especially when data is electronically processed, the Contractor shall respect the applicable legislation concerning data protection as stated in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data⁹.

11.4 General security requirements

The Contractor shall comply with the security requirements derived from the relevant EU legislation and the Agency's relevant decisions applicable at the time of the execution of the FWC.

The Contractor working at the Agency's premises shall conform to the Agency's internal security rules and policy which shall be made available to the Contractor before starting the work at the Agency's premises. The Contractor may be required to replace immediately and without compensation any of the Contractor's staff members working at the Agency's premises considered undesirable by the Agency.

The Contractor shall not move or remove any product, equipment or material whatsoever owned by the Agency or present at the Agency's premises without the Agency's express

⁹ OJ L 8/1, 12.1.2001

written approval. Each move or removal of a product, equipment or material whatsoever, shall be recorded in writing.

The Contractor shall take all the necessary measures and steps to ensure that the data and the media where information is or shall be stored are safely preserved. The services and products supplied shall not contain any mechanism (e.g. viruses) which could compromise a proper operation of the product in question or any other product owned by the Agency. The cost of repairing the damage caused by such a mechanism shall be borne solely by the Contractor.

The Contractor undertakes to inform the Agency in writing as soon as it has any knowledge of defaults in his products that might endanger the security of the configurations of which they form a part of. He shall immediately take any measures necessary to restore the security of the configurations and correct the defaults.

The Contractor shall ensure that all security precautions for each product and/or services are clearly spelled out in the relevant documentation supplied to the Agency.

Should the Contractor, during the performance of the services which are the subject of the FWC, need remote access to Agency's internal IT resources from the external domain, he shall be requested to comply with the Agency's internal rules on practical and technical security for remote intervention. For this purpose the Contractor may be requested to sign a specific agreement for remote intervention provided by the Agency.

The Agency may in exceptional cases, due to security reasons, ask the Contractor to ensure that its staff undergoes a security screening. This may apply to any specific contract.

The Contractor shall impose the security obligations stemming from the FWC, as well as from any specific contract upon any of its subcontractors and their staff performing tasks in the execution of the FWC.

The Agency reserves the right to conduct an external security and/or quality audit of the services that are subject of this tender.

The Contractor shall allow regular checks, audits and supervision of the services provided to the Agency. The Agency shall decide on the frequency and scope of such checks, audits and supervision, as well as provide properly trained staff to perform them (e.g. Agency's staff, external contractors, etc.). The Contractor shall be notified at least ten (10) working days in advance that such a check, audit or supervision shall take place. The Agency may perform remote penetration or vulnerability tests of its IT systems without prior notification to the Contractor.

The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third party any information or documents which are linked to the performance of the services in scope of this tender and they shall continue to be bound by this undertaking after completion of the tasks.

In case of failure by the Contractor to fulfil his/her obligations, the Agency may terminate the specific contract at any time by registered letter without formal notice or payment of any compensation.

12. PLACE OF PERFORMANCE OF THE SERVICES AND WORKING HOURS

12.1 Place of work

The principle place of performance of the FWC shall be at the Contractor's premises (working *off-site*).

The principal place of performance of specific contract(s) shall depend on each specific contract and shall be indicated in the relevant request for services (the place may either be at the Agency's premises in Ljubljana, Slovenia or at the Contractor's premises).

In cases where the performance of a specific contract shall take place at the Agency's premises, this shall be considered as working *on-site*.

Working *on-site* includes also participation in meetings, presentations, etc. organised at the Agency's premises in Ljubljana, Slovenia.

12.2 Meetings

Meetings between the Agency's staff and the Contractor shall take place at the Agency's premises in Ljubljana, Slovenia, and only exceptionally and with the agreement of the Agency, at the Contractor's premises.

If deemed appropriate and at the sole discretion of the Agency, meetings between the Agency and the Contractor could be organised using a video conference systems, telephone conferences and/or any other communication means.

Meetings between the Agency and third parties (NRAs, EU institutions and other stakeholders), to which the Contractor may be invited, will be mainly organised in Ljubljana, Slovenia, but may take place also in any EU Member States.

All meetings will be notified to the Contractor, by e-mail, in reasonable time and in any case at least five (5) calendar days prior to the meeting, or at least two (2) calendar days prior to the meeting if video/telephone conferencing systems are used. The Contractor shall confirm by e-mail the attendance to the meeting.

The Contractor shall prepare minutes of these meetings, indicating the participants, agenda, and main points of discussion and action points.

Any expenses incurred by the Contractor within the framework of these meetings (i.e. travel costs, subsistence allowance or any other related costs) shall not be reimbursed separately by the Agency.

12.3 Normal working time of the Agency

The normal working time of the Agency is between 8:00 am and 20:00 with core hours from 9:30 to 12:00 and from 14:00 to 16:00.

For each specific contract, the Contractor shall define their working hours at the Agency's premises.

In a specific contract, the Agency may require that some services are provided by the Contractor also outside the normal working days (i.e. Saturdays, Sundays, Agency's

holidays¹⁰) or normal working hours (i.e. between 20:00 and 8:00), in which case the Contractor shall be entitled to a 50 % bonus for the quantity of man days performed in such a manner. This shall apply to both working *on-site* and *off-site* and has to be explicitly specified in each response to the request for services.

13. LANGUAGE

The working language of the Agency is English. All communication, all the required services and all documentation must be provided in English. All meetings shall be held in English.

All documentation (e.g. reports, presentation, etc.) must be provided in English in the highest drafting quality.

14. PAYMENT METHODS

Except where the specific contracts provide for otherwise, provisions related to payment are laid down in the draft FWC (Annex III to the Invitation to Tender). Payments will be made exclusive of VAT, as the Agency is exempt from all duties and taxes, including value added tax (VAT), under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Invoice(s) presented by the Contractor must specify the amount(s) exclusive of VAT.

The services will be invoiced on the basis of the services provided after full delivery and approval of progress report(s) and/or final report(s) and in line with the payment schedule described in the relevant specific contract.

15. PRICES

- The prices should be quoted in euro.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union the Agency is exempt from all duties and taxes, including value added tax (VAT). VAT should be indicated separately and will not be taken into account when considering prices.
- The unit prices quoted must be firm and not subject to revision for the first year of the FWC.

From the beginning of the second year prices may be revised upwards or downwards according to the monetary union index of consumer prices (MUICP index) for Eurozone and the method laid down in the FWC.

The prices quoted shall be all inclusive and shall include, where applicable, the related services such as, for instance, initial set up, installation and basic configuration etc., and shall include any travel and/or subsistence expenses.

- No expenses incurred in relation to the preparation of the offer will be reimbursed.

¹⁰http://www.acer.europa.eu/Official_documents/Director/Directors%20Decision/Director%20Decision%202015-22.pdf

16. BENCHMARKING

The Agency may undertake a third-party benchmarking of the prices of goods and services under the scope of this procurement procedure as part of the pricing review exercise, following Article I.14 of Annex III (Framework Contract). The benchmarking may be technological (aimed towards technical requirements) and/or financial (evaluating prices following the market trend). As a result of such revision exercise, the price may be reduced or increased, but it can never go above the price quoted in the original offer.

A particular case of benchmarking could be the evaluation of resources proposed in a Contractor's offer responding to a request for a Specific Contract, in order to verify that they correspond effectively to the request made (including, when applicable, to the provided request for services) and to the real needs (e.g. without over-estimation of volumes). This kind of "quantity surveying" or "express benchmarking" service may be used by the Agency to evaluate specific contracts, and may be performed within a very short period of time, if deemed necessary.

17. SUBMISSION OF TENDERS

The tenderer's offer should include, **FOR EACH LOT SEPARATELY**, the following:

- A. **A dated cover letter** signed by the tenderer's legal representative.
- B. **A duly completed reference table** related to the exclusion and selection criteria (see Annex I.F to these tender specifications).
- C. **A duly filled in, signed and dated declaration on honour on exclusion and selection criteria** listed in Section 18 of these tender specifications (model provided in Annex I.H to these tender specifications);
- D. **All the documents relating to the selection criteria:**
 - Annex I.H to these tender specifications 'Declaration on honour on exclusion and selection criteria', filled in, duly signed and dated.
 - **FOR LOT 1:** Evidence listed in points 19.2.1.1, 19.2.1.2, 19.3.1.1, 19.3.1.2 and 19.3.1.3 of these tender specifications.
 - **FOR LOT 2:** Evidence listed in points 19.2.2.1, 19.2.2.2, 19.3.2.1, 19.3.2.2 and 19.3.2.3 of these tender specifications.
- E. **The technical tender**, as described in Section 20 of these tender specifications;
- F. **The case study** as described in Section 21 of these tender specifications.
- G. **The financial offer** based on the model in Annex II to the invitation to tender, signed and dated by the tenderer;

In case the offer involves subcontracting or the tender is submitted by a consortium or grouping of service providers, the tender must contain additional information as specified in Sections 18 and 19 of these tender specifications.

Tenders may be drafted in any of the official languages of the European Union.

The working language of the Agency is English.

18. EXCLUSION CRITERIA

Tenderers must prove that they are not in one of the situations giving rise to exclusion as in Annex I.H (situation of exclusion concerning the legal person, situations of exclusion concerning natural persons with power of representation, decision-making or control over the legal person and situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person).

18.1 Exclusion from participation (Article 106, Financial Regulation)

The tenderer must prove that he/she is not in one of the situations giving ground to rejection from this procedure as listed in Annex I.H – Declaration on honour.

18.2 Exclusion from award of contracts (Article 107, Financial Regulation)

The FWC shall not be awarded to tenderers who, during the procurement procedure for this FWC:

- (a) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- (b) was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

Evidence

1. Tenderers shall provide a declaration on their honour, **duly signed** and **dated**, stating that they are not in one of the situations referred to in Articles 106 and 107 of the Financial Regulation, using the form provided in Annex I.H to these tender specifications.
2. The tenderer to whom the FWC is to be awarded shall provide, within a time-limit specified by the Contracting Authority and prior to the signature of the FWC, the following evidence in support of their declarations:

The contracting authority shall accept as satisfactory evidence that the tenderer to whom the FWC is to be awarded is not in one of the situations described in (a), (c), (d) or (f) of Annex I.H – Declaration on honour, **a recent extract from the judicial record** or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (a) or (d) of Annex I.H – Declaration on honour **a recent certificate issued by the competent authority of the State concerned**.

The extract from the judicial record and administrative certificates can be regarded as recent if they are not more than one (1) year old starting from their issuing date and are still valid at the date of their request by the contracting authority.

Where the document or certificate referred to in the paragraph above is not issued in the country concerned the tenderer, may provide a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one

year before the date of their request by the contracting authority and must still be valid at that date.

3. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in the paragraph above shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

The Agency reserves the right to check the information provided by tenderers.

18.3 Tenders submitted by consortia or groups of service providers – tenders involving subcontracting

In the case of tenders submitted by consortia or groups of service providers, each of the economic operators involved in the tender must provide a dated and signed declaration on honour, based on the model provided in Annex I.H to these tender specifications, confirming that none of the exclusion criteria for participation in or award of the FWC apply to them.

The tenderers proposed for award of the FWC must furnish, within the time-limit specified by the awarding authority and prior to the signature of the FWC, the evidence listed above, corroborating the declaration on their honour, in respect of each economic operator forming part of their consortium or group of service providers.

In the case of tenders involving subcontracting, the tenderer proposed for award of the FWC must furnish, within the time-limit specified by the awarding authority and prior to the signature of the FWC, the declaration on their honour and/or the evidence listed above regarding exclusion criteria for participation in or award of the FWC, in respect of each of the subcontractors in respect of whom the Agency requests such evidence.

The Agency reserves the right to check the information provided by tenderers.

19. SELECTION CRITERIA

Tenderers must demonstrate that they have the necessary economic, financial, technical and professional capacity to perform the tasks described in these tender specifications in accordance with the payment schedule specified in the draft FWC at Annex III to the Invitation to Tender.

If any selection criterion is fulfilled by relying on the capacity of a third party (regardless of the link it has with the tenderer), the tenderer must prove to the contracting authority that it will have at its disposal the resources necessary for performance of the FWC by producing a commitment on the part of those entities to this effect.

If the tenderer relies on the capacity of a third party for economic and financial capacity, the contracting authority may require that the third party be jointly liable for performance of the FWC.

If the tenderer relies on the capacity of a third party for technical and professional capacity, it can only do so for the tasks for which this particular capacity is required, for example by providing a document stating clearly the allocation of tasks between entities.

Tenderers must provide proof of their legal, economic, financial technical and professional capacity by enclosing with their tender the following information and documents, accompanied by the reference table shown in Annex I.F to these tender specifications.

19.1 Legal capacity

- Duly completed and signed form 'Identification of the tenderer' (see Annex I.G to these tender specifications);
- Duly completed and signed financial identification form (see Annex I.I to these tender specifications) - the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
- Duly completed and signed legal entity form (see Annex I.J to these tender specifications) – the form can be downloaded from:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm
- Certificate of enrolment on the professional or trade register in accordance with the legislation of the Member State in which the tenderer is established.

19.2 Economic and financial capacity

Evidence of economic and financial capacity must be provided by means of one or more of the following documents:

19.2.1 LOT 1: IT System Integration services

19.2.1.1 A valid professional risk insurance cover(s) concerning the services covered by the FWC with a limitation of **EUR 1,000,000 per claim**. The Contractor's professional risk insurance cover(s) shall remain valid for a period of eighteen (18) months after the FWC expires or after the FWC is terminated.

Evidence to be provided: A copy of a valid professional risk insurance cover(s) concerning the services covered by the FWC with a description of the covers and restrictions in English.

19.2.1.2 A turnover concerning the services covered by the Contract should amount to **EUR 2,000,000 per year for the last two (2) years**.

Evidence to be provided: A statement of overall turnover and turnover concerning the services covered by the Contract during the last two (2) years.

19.2.2 LOT 2: IT consultancy services

19.2.2.1 A valid professional risk insurance cover(s) concerning the services covered by the FWC with a limitation of **EUR 500,000 per claim**. The Contractor's professional risk insurance cover(s) shall remain valid for a period of eighteen (18) months after the FWC expires or after the FWC is terminated.

Evidence to be provided: A copy of a valid professional risk insurance cover(s) concerning the services covered by the FWC with a description of the covers and restrictions in English.

19.2.2.2 A turnover concerning the services covered by the Contract should amount to **EUR 1,000,000 per year for the last two (2) years.**

Evidence to be provided: A statement of overall turnover and turnover concerning the services covered by the Contract during the last two (2) years.

19.3 Technical and professional capacity

Proof of the technical and professional capacity of the tenderers shall be furnished on the basis of the documents listed below (for joint applications, the capacities of all members of the joint application, including subcontractors, shall be taken into account).

The tenderer must prove that he/she fulfils the following criteria per lot:

19.3.1 LOT 1: IT System Integration services

19.3.1.1 The average annual manpower of min. 100 employees, excluding the managerial staff, over the last two (2) years.

Evidence to be provided: A statement of the average annual manpower and the number of managerial staff over the last two (2) years.

19.3.1.2 Valid ISO/IEC 27001 or equivalent certification in the field of information security.

Evidence to be provided: A copy of the certification held in the field of information security.

19.3.1.3 Three (3) years' experience in the business domain (i.e. IT system integrator services) with two (2) contracts, **each in the value of at least EUR 1,000,000.00, concluded by the tenderer during the last three (3) years.**

Evidence to be provided: A description of the tenderer's experience in the business domain i.e. IT system integrator) and details of two (2) contracts, relevant to these tender specifications, concluded by the tenderer during the last three (3) years which have to include the scope, duration, value and the name of the customer.

19.3.1.4 The team delivering the services shall include as a minimum two (2) experts for each professional profile as described in Annex I.A1 – Technical specifications for Lot 1. Each proposed expert shall be assigned to a maximum of four (4) different professional profiles. Each of the proposed experts shall fulfil the minimum levels of qualifications and professional experience applicable for a respective profile as described in Annex I.A1.

Evidence to be provided: A list of experts specifying the name of each expert for each profile(s) and the declaration on honour on exclusion and selection criteria (Annex I.H) duly filled in, signed and dated.

IMPORTANT: The tenderer to whom the FWC is to be awarded shall provide, within a time-limit specified by the Agency and prior to the signature of the FWC, the evidence in support of their declaration in respect to fulfilling this selection criterion, namely Curricula Vitae¹¹ (CV) showing clearly qualifications and professional

¹¹ Preferably, in accordance with the European CV format:
<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

experience for the relevant professional profile(s) and indicating clearly the type of profile(s) assigned to the expert.

19.3.2 LOT 2: IT consultancy services

19.3.2.1 The average annual manpower of min. 20 employees, excluding the managerial staff, over the last two (2) years.

Evidence to be provided: A statement of the average annual manpower and the number of managerial staff over the last two (2) years.

19.3.2.2 Valid ISO/IEC 27001 or equivalent certification in the field of information security.

Evidence to be provided: A copy of the certification held in the field of information security.

19.3.2.3 Three (3) years' experience in the business domain (i.e. IT consultancy as defined in these tender specifications) with two (2) contracts, **each in the value of EUR 500,000.00**, concluded by the tenderer during the last three (3) years.

Evidence to be provided: A description of the tenderer's experience in the business domain (i.e. IT consultancy as defined in these tender specifications covering the fields of IT security, IT Quality, IT Project and Service Management and Governance, specific expertise in supporting the development, implementation and operation of enterprise level IT systems) and details of two (2) contracts, relevant to these tender specifications, concluded by the tenderer during the last three (3) years which have to include the scope, duration, value and the name of the customer.

19.3.2.4 The team delivering the services shall include as a minimum two (2) experts for each of professional profile as described in Annex I.A2 – Technical specifications for Lot 2. Each proposed expert shall be assigned to only one (1) professional profile. Each of the proposed experts shall fulfil the minimum levels of qualifications and professional experience applicable for a respective profile as described in Annex I.A2.

Evidence to be provided: A list of experts specifying the name of each expert for each profile(s) and the declaration on honour on exclusion and selection criteria (Annex I.H) duly filled in, signed and dated.

IMPORTANT: The tenderer to whom the FWC is to be awarded shall provide, within a time-limit specified by the Agency and prior to the signature of the FWC, the evidence in support of their declaration in respect to fulfilling this selection criterion, namely Curricula Vitae¹² (CVs) showing clearly qualifications and professional experience for the relevant professional profile(s) and indicating clearly the type of profile(s) assigned to the expert.

¹² Preferably, in accordance with the European CV format:
<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

19.4 Sub-contracting

For those tenders **including subcontracting**, the tenderer must submit:

- A declaration of the tenderer, duly signed and dated, stating clearly the identity and roles of the subcontractor(s) as well as the description of the quality control measures the tenderer intends to apply on the tasks to be carried out by (each of) the subcontractor(s) and the escalation mechanisms in case of unsatisfactory performance of a subcontractor.
- A letter of intent by (each of) the subcontractor(s), **duly signed and dated**, stating the unambiguous undertaking to collaborate with the tenderer if the latter wins the FWC and the extent of the resources that it will put at the tenderer's disposal for the performance of the FWC.

In the **absence of subcontracting**:

- A declaration of the tenderer, **duly signed and dated**, stating that he does not intend to subcontract and that he will inform the Agency about any change in this situation. The Agency reserves the right to judge if such change would be acceptable.

19.5 Tenders submitted by a consortium or grouping of service providers

For those tenders submitted by a consortium or grouping of service providers, the tender must contain:

- A document stating clearly the composition and constitution of the grouping or similar entity (company/temporary association/...), or the legal form their cooperation will take, should they be awarded the FWC;
- A letter **dated and signed** by each member stating its commitment to execute the services in the tender clearly indicating its role, qualifications and experience;
- A document **dated and signed** by all members specifying the lead of the consortium or grouping of service providers and authorising the appointed lead of the consortium or grouping of service providers to submit the offer.

Joint tenders will be assessed as follows:

- The exclusion criteria will be assessed in relation to each company individually. The declaration on honour on exclusion criteria included in Annex I.H, duly signed and dated, stating that the tenderer is not in one of the exclusion situations, must be provided by each member of the consortium or the group.
- The selection criteria for economic and financial capacity will be assessed in relation to each company individually. However, economic and financial criteria that shall be achieved above a certain minimum threshold (i.e. average annual turnover) will be assessed in relation to the consortium or group of companies as a whole.
- The selection criteria for technical and professional capacity will be assessed in relation to the consortium or group of companies as a whole.

Tenders which do not meet the exclusion will not be considered. Tenders which do not meet the selection will not be considered.

Tenderers who do not provide the documents required in these tender specifications with

regard to the exclusion and selection criteria may be excluded. The Agency will decide whether the substantiating documents provided constitute compliance with the exclusion and/or selection criteria.

20. TECHNICAL TENDER

Tenderers should include in their offer a technical tender which shall contain the information described below and should stay within 25 pages A4 format in total (character 11, line spacing 1.5).

The technical tender should not include any of the documents referred to under the exclusion and/or selection criteria, nor should it refer to matters already covered by the exclusion and/or selection criteria.

20.1 LOT 1: IT System Integration services

The technical tender shall be written as a structured technical document systematically addressing the specific topics according to the description below. The information provided should be clear and to the point and shall include specific limitations or restrictions that may apply.

20.1.1 Technology, Performance and Security

- Description of Hardware and Software technologies supported (hypervisors, operating systems, database management systems, document and content management systems, networking, storage, servers, etc.).
- List of supported vendors and basic information on SLAs that the tenderer has in place with the HW and SW vendors.
- Description of how the tenderer provides operations in 24 hours x 7 days regime.
- Description of how the tenderer handles a typical SW maintenance project, including system administration and operation.
- Description of a process for ensuring that only authorised persons are given access to the Agency's ICT infrastructure and that all accesses are logged and records kept for at least 12 months.
- Description of the supported security related software solutions (anti-malware, monitoring and surveillance of infrastructure, backup software, DR/BC software, etc.).

20.1.2 Software, Support Services and Project Management

- Description of the supported software development framework(s) and methodology(ies).
 - Description of software tools for automated release and deployment management.
 - Description of how the service desk support is organised and accessible to clients (response times, communication channels, rules and procedures, etc.).
 - Description of how the tenderer allocates resources and ensures the availability of his staff (HR policy, resource selection methodology, personnel management).
 - Description of how the tenderer handles a typical SW development project (analyse, plan, design, test, deploy) including scheduling, resource planning and project management.
 - Description of how the tenderer ensures proper quality of his services (benchmarking, testing, auditing, measuring).
-

20.2 LOT 2: IT consultancy services

The technical tender shall be written as a structured technical document systematically addressing the specific topics according to the description below. The information provided should be clear and to the point and shall include specific limitations or restrictions that may apply.

20.2.1 Technology

- Description of different hardware and software technologies, methodologies, platforms and applications for which the tenderer can provide the required services.

20.2.2 Resource and project management

- Description of the methodology that the tenderer intends to use to select the best suited expert(s).
- Description of the methodology for *ad hoc* timely recruitment when a request for services cannot be fulfilled from the tenderer's existing pool of potential experts and internal staff.
- Description of how the tenderer allocates resources and ensures the availability of his staff.
- Description of how the tenderer handles a typical IT consultancy project (analyse, plan, implement, report) including scheduling, resource planning and project management.
- Description of how the tenderer ensures proper quality of his services (benchmarking, auditing, measuring).

21. CASE STUDY

FOR EACH LOT SEPARATELY

The tenderer shall submit a detailed proposal for the case study separately for each lot as described in Annex I.B1 and Annex I.B2 to these tender specifications. The proposal should stay within 25 pages A4 format in total (character 11, line spacing 1.5, margin 2.5 on all sides).

22. AWARD CRITERIA

The FWC(s) will be awarded to the tender(s) offering the best value for money on the basis of the criteria specified below.

22.1 Technical quality, with 65% weighting

Tenders scoring less than 60 overall points for each lot will be excluded from further evaluation.

Tenders scoring less than 50% of the points awarded for each of the single criterion for each lot will be excluded from further evaluation.

22.1.1 Technical quality for LOT 1

The technical quality criteria, their importance factor and system of scoring are presented in detail below:

No.	Technical quality criteria	Maximum points available	Threshold
1.	Technical Tender		
1.1.	Consistency, clarity and completeness of the technical tender in addressing technology, performance, security, software, support services and project management.	20	10
1.2.	Technology, Performance and Security Compatibility, maturity and efficiency of the supported technology, performance and security.	20	10
1.3.	Software, Support Services and Project Management Compatibility, reliability and flexibility of the supported software, support services and project management.	20	10
2.	Case study		
2.1.	Completeness of the case study	10	5
2.2.	Consistency of the case study	10	5
2.3.	Flexibility of the case study	10	5
2.4.	Relevance of the case study	10	5
	OVERALL SCORE	100	50

22.1.2 Technical quality for LOT 2

The technical quality criteria, their importance factor and system of scoring are presented in detail below:

No.	Technical quality criteria	Maximum points available	Threshold
1.	Technical Tender		
1.1.	Consistency, clarity and completeness of the technical tender in addressing technology and resource and project management.	20	10
1.2.	Technology Compatibility, maturity and efficiency of the supported technology	20	10
1.3.	Resource and project management Compatibility, reliability and flexibility of the supported resource and project management	20	10
2.	Case study		
2.1.	Completeness of the case study	10	5
2.2.	Consistency of the case study	10	5
2.3.	Flexibility of the case study	10	5
2.4.	Relevance of the case study	10	5
	OVERALL SCORE	100	50

22.2 Price, with 35% weighting

In order to evaluate the offers, the Agency will calculate for each lot separately a total reference price, based on the financial offer submitted by the tenderer in Annex II to the invitation to tender.

The total reference price has no contractual value and will be used solely for the purpose of the evaluation.

IMPORTANT:

The unit prices quoted shall include all services as described in Section 4, including any travel and/or subsistence expenses etc., and shall specify the cost of person/day per expert as indicated in the table below:

FOR LOT 1 - FORMULA FOR CALCULATING the total reference price

	TEAM MEMBER	UNIT	Cost per unit in EUR	QUANTITY	VALUE
A	B	C	D	E	G = D * E
1.	A-level expert working off-site	person/day		200	
2.	A-level expert working on-site	person/day		100	
3.	B-level expert working off-site	person/day		150	
4.	B-level expert working on-site	person/day		150	
5.	C-level expert working off-site	person/day		300	
6.	C-level expert working on -site	person/day		100	
TOTAL REFERENCE PRICE = VALUES 1 + 2 + 3 + 4 + 5 + 6					

FOR LOT 2 - FORMULA FOR CALCULATING the total reference price

	TEAM MEMBER	UNIT	Cost per unit in EUR	QUANTITY	VALUE
A	B	C	D	E	G = D * E
1.	A-level expert working off-site	person/day		250	
2.	A-level expert working on-site	person/day		250	
3.	B-level expert working off-site	person/day		250	
4.	B-level expert working on-site	person/day		250	
TOTAL REFERENCE PRICE = VALUES 1 + 2 + 3 + 4					

22.3 Final evaluation

FOR EACH LOT

The FWC(s) will be awarded to the tenderer(s) who submitted the economically most advantageous offer(s), according to the following formula:

$$\text{Final score for tender X} = \frac{\text{cheapest total reference}}{\text{total reference price of tender X}} * 35 + \frac{\text{total technical quality of tenderer X}}{100} * 65$$

Tenderers will be ranked according to the criterion of the economically most advantageous tender, i.e. starting from the tender achieving the highest Final score (technical quality/price combination), obtained on the basis of the formula indicated above.

Provided that there is a sufficient number of admissible tenders (those that satisfy the exclusion and selection criteria) that satisfy the award criteria, the FWC(s) will be awarded to a maximum of three (3) tenderers who have obtained the highest scores.

When the number of admissible tenders is lower than two (2), the Agency reserves the right to assess the risk linked to the security of supply, and may decide to cancel the procedure or sign a single FWC instead of a cascade.

Tenders will be entitled to be consulted for each specific request for services, via the cascade (see point 10.2) according to their ranking: the tenderer with the highest mark for the Final score will be proposed as the FIRST Contractor in the cascade; the tenderer with the second highest mark for the Final score will be proposed as the SECOND Contractor in the cascade and the tenderer with the third highest mark for the Final score will be proposed as the THIRD Contractor in the cascade.